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WYTHEVILLE CRYSTAL ICE & DAIRY Co. v. FRICK Co. (LIMITED).

Decided at Wytheville, June 23, 1898.—*Riely, J.* Absent, *Buchanan, J.*

1. CHANCERY PRACTICE—*Suit to enforce judgments—Prior deed of trust.* A judgment creditor cannot compel the enforcement of prior deeds of trust before the maturity of the debts secured in said deeds. The judgment is a lien only on the equity of redemption and nothing more can be sold to satisfy it.

2. CHANCERY PRACTICE—*Answer of one defendant not evidence against co-defendant.* The answer of one defendant cannot be read as evidence by the complainant against another defendant where there is no joint interest, privity, fraud, collusion or combination between the co-defendants.

3. CHANCERY PRACTICE—*Suit to enforce judgment against principal and sureties—Land of principal first liable—Order of proceeding against sureties.* Where principal and sureties are bound by the same judgment it is error to decree a sale of the lands of both principal and sureties at the same time. The lands of the principal should be first sold, and the balance, if any, apportioned equally among the several sureties, reserving to the creditor the right to proceed against other sureties for default of any one or more in paying his or their due proportion. If, however, the sureties have agreed amongst themselves upon a different rule of apportionment, their agreement should be respected unless it would prejudice the rights of the creditor.

4. CHANCERY PRACTICE—*Suit to enforce judgement against principal and sureties—Parties.* In a chancery suit to enforce the lien of a judgment against a principal and sureties, where it appears that judgment had also been obtained against the personal representative of another surety for the same debt, such personal representative and the sole devisee and legatee of the deceased surety are necessary parties in order that the deceased surety's part of the judgment remaining unpaid, after exhausting the realty of the principal, may be ascertained, and his estate subjected to its payment.

5. CHANCERY PRACTICE—*Suit to enforce liens—Trust deed—Terms of sale.* In decreeing the sale of lands to satisfy liens, the first of which liens is a deed of trust, the decree must conform to the terms of the deed of trust. The court has no power to change the contract of the parties.

6. CHANCERY PRACTICE.—*Creditor's bill—Suit to enforce liens—Parties.* In a suit in chancery to enforce the lien of a judgment against a principal and sureties, if other judgments are proved, upon which others than those before the court are also bound, it is not necessary to make such others parties.

OWENS v. OWENS. — Decided at Wytheville, June 30, 1898. —

Keith, P. Absent, *Curdwell, J.*

1. HUSBAND AND WIFE—*Parent and child—Duty of support—Alimony.* A husband and father is bound to support his wife and children, and if, by his misconduct, he renders it impossible for them to remain under his roof he cannot, by his misconduct, escape the performance of the duty which the law imposes upon him.

2. HUSBAND AND WIFE—*Divorce—Condonation.* Condonation is the remission